

AIR TRANSPORT SERVICES

Exchange of notes at Washington October 6, 1945, with text of agreement

Entered into force October 15, 1945

Supplemented and amended by agreement of August 6, 1954¹

Annex replaced by agreements of July 8, 1958,² and June 7, 1966³

59 Stat. 1658; Executive Agreement Series 482

The Secretary of State to the Norwegian Chargé d'Affaires ad interim

WASHINGTON

October 6, 1945

SIR:

I refer to discussions which have recently taken place between representatives of the Governments of the United States of America and Norway with respect to the conclusion of a reciprocal air transport agreement.

It is my understanding that these discussions, now terminated, have resulted in the following agreement:

AGREEMENT BETWEEN THE UNITED STATES OF AMERICA AND NORWAY RELATING TO AIR TRANSPORT SERVICES

The Governments of the United States of America and Norway signed on October 16, 1933⁴ an air navigation arrangement governing the operation of civil aircraft of the one country in the territory of the other country, in which each party agreed that consent for the operations over its territory by air transport companies of the other party might not be refused on unreasonable or arbitrary grounds. Pursuant to the aforementioned arrangement of 1933, the two governments hereby conclude the following arrangement covering the operation of scheduled airline services between their respective territories, based on the standard form of agreement for air routes and services included in the Final Act of the International Civil Aviation Conference signed at Chicago on December 7, 1944.

¹ 5 UST 1433; TIAS 3015.

² 9 UST 1009; TIAS 4072.

³ 17 UST 736; TIAS 6025.

⁴ EAS 50, *ante*, p. 507.

ARTICLE 1

The contracting parties grant the rights specified in the Annex hereto necessary for establishing the international civil air routes and services therein described, whether such services be inaugurated immediately or at a later date at the option of the contracting party to whom the rights are granted.

ARTICLE 2

(a) Each of the air services so described shall be placed in operation as soon as the contracting party to whom the rights have been granted by Article 1 to designate an airline or airlines for the route concerned has authorized an airline for such route, and the contracting party granting the rights shall, subject to Article 6 hereof, be bound to give the appropriate operating permission to the airline or airlines concerned; provided that the airlines so designated may be required to qualify before the competent aeronautical authorities of the contracting party granting the rights under the laws and regulations normally applied by these authorities before being permitted to engage in the operations contemplated by this agreement; and provided that in areas of hostilities or of military occupation, or in areas affected thereby, such inauguration shall be subject to the approval of the competent military authorities.

(b) It is understood that either contracting party granted commercial rights under this agreement should exercise them at the earliest practicable date except in the case of temporary inability to do so.

ARTICLE 3

In order to prevent discriminatory practices and to assure equality of treatment, both contracting parties agree that:

(a) Each of the contracting parties may impose or permit to be imposed just and reasonable charges for the use of public airports and other facilities under its control. Each of the contracting parties agrees, however, that these charges shall not be higher than would be paid for the use of such airports and facilities by its national aircraft engaged in similar international services.

(b) Fuel, lubricating oils and spare parts introduced into the territory of one contracting party by the other contracting party or its nationals, and intended solely for use by aircraft of such other contracting party shall be accorded national and most-favored-nation treatment with respect to the imposition of customs duties, inspection fees or other national duties or charges by the contracting party whose territory is entered.

(c) The fuel, lubricating oils, spare parts, regular equipment and aircraft stores retained on board civil aircraft of the airlines of one contracting party authorized to operate the routes and services described in the Annex shall, upon arriving in or leaving the territory of the other contracting party, be

exempt from customs, inspection fees or similar duties or charges, even though such supplies be used or consumed by such aircraft on flights in that territory.

ARTICLE 4

Certificates of airworthiness, certificates of competency and licenses issued or rendered valid by one contracting party shall be recognized as valid by the other contracting party for the purpose of operating the routes and services described in the Annex. Each contracting party reserves the right, however, to refuse to recognize, for the purpose of flight above its own territory, certificates of competency and licenses granted to its own nationals by another state.

ARTICLE 5

(a) The laws and regulations of one contracting party relating to the admission to or departure from its territory of aircraft engaged in international air navigation, or to the operation and navigation of such aircraft while within its territory, shall be applied to the aircraft of the other contracting party, and shall be complied with by such aircraft upon entering or departing from or while within the territory of the first party.

(b) The laws and regulations of one contracting party as to the admission to or departure from its territory of passengers, crew, or cargo aircraft, such as regulations relating to entry, clearance, immigration, passports, customs, and quarantine shall be complied with by or on behalf of such passengers, crew or cargo of the other contracting party upon entrance into or departure from, or while within the territory of the first party.

ARTICLE 6

Each contracting party reserves the right to withhold or revoke a certificate or permit to an airline of the other party in any case where it is not satisfied that substantial ownership and effective control are vested in nationals of either party to this agreement, or in case of failure of an airline to comply with the laws of the State over which it operates as described in Article 5 hereof, or to perform its obligations under this agreement.

ARTICLE 7

This agreement and all contracts connected therewith shall be registered with the Provisional International Civil Aviation Organization.

ARTICLE 8

Except as may be modified by the present agreement, the general principles of the aforementioned air navigation arrangement of 1933 as applicable to scheduled air transport services shall continue in force until otherwise agreed upon by the two contracting parties.

ARTICLE 9

In the event either of the contracting parties considers it desirable to modify the routes or conditions set forth in the attached Annex, it may request consultation between the competent authorities of both contracting parties, such consultation to begin within a period of sixty days from the date of the request. When these authorities mutually agree on new or revised conditions affecting the Annex, their recommendations on the matter will come into effect after they have been confirmed by an exchange of diplomatic notes.

ARTICLE 10

Either contracting party may terminate this agreement, or the rights for any of the services granted thereunder, by giving one year's notice to the other contracting party.

ANNEX TO AIR TRANSPORT AGREEMENT BETWEEN THE UNITED STATES
OF AMERICA AND NORWAY ⁵

A. Airlines of the United States of America authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of Norway, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at Oslo (Gardermoen) or Stavanger (Sola), on the following route:

The United States via intermediate points to Oslo or Stavanger and points beyond; in both directions.

Airlines of the United States of America having the right to pick up and discharge international traffic on the above route will make sufficient traffic stops in Oslo or Stavanger to offer reasonable commercial service for traffic to and from Norway; provided that this undertaking shall not involve any discrimination between airlines of the United States and other countries operating on that same route, shall take into account the capacity of the aircraft, and shall be fulfilled in such a manner as not to prejudice the normal operations of the international air services concerned.

B. Airlines of Norway authorized under the present agreement are accorded rights of transit and non-traffic stop in the territory of the United States of America, as well as the right to pick up and discharge international traffic in passengers, cargo and mail at New York or Chicago, on the following route:

Norway via intermediate points to New York or Chicago; in both directions.

⁵ For agreements of July 8, 1958, and June 7, 1966, replacing annex, see 9 UST 1009 and 17 UST 736; TIAS 4072 and 6025.

I shall be glad to have you inform me whether it is the understanding of your Government that the terms of the agreement resulting from the discussions are as above set forth. If so, it is suggested that October 15, 1945 become the effective date. If your Government concurs in this suggestion the Government of the United States will regard the agreement as becoming effective at such time.

Accept, Sir, the renewed assurances of my high consideration.

For the Secretary of State:

WILLIAM L. CLAYTON

MR. LARS J. JORSTAD,

Chargé d'Affaires ad Interim of Norway.

The Norwegian Chargé d'Affaires ad interim to the Secretary of State

NORWEGIAN EMBASSY
WASHINGTON, D.C.

OCTOBER 6, 1945

SIR:

I have the honor to acknowledge the receipt of your note of October 6, 1945 in which you communicated to me the terms of a reciprocal air transport agreement between Norway and the United States of America, as understood by you to have been agreed to in negotiations, now terminated, between representatives of the Royal Norwegian Government and the Government of the United States.

The terms of this agreement which you have communicated to me are as follows:

[For text of agreement, see U.S. note, above.]

I am instructed to state that the terms of the agreement as communicated to me are agreed to by my Government. Furthermore, I am pleased to add that your suggestion that the agreement become effective on October 15, 1945, is acceptable to my Government.

Accept, Sir, the renewed assurances of my highest consideration.

LARS J. JORSTAD

The Honorable JAMES F. BYRNES,
Secretary of State,
Washington, D.C.